

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE FAIR HOUSING SERVICES
FOR NORTH SANTA CLARA COUNTY AND CITY OF GILROY
AND TO PROVIDE LANDLORD/TENANT RELATIONS SERVICES FOR
THE CITY OF SUNNYVALE AND THE CITY OF GILROY**

Key Proposal Dates

Date Issued:	January 20, 2006
Pre-Proposal Meeting:	February 6, 2006– 2:30 p.m.
Submit Proposals:	February 22, 2006
Tentative Date for Interviews	March 7, 2006

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References:

City of Mountain View: Analysis of Impediments to Fair Housing, June 2004
http://www.ci.mtnview.ca.us/citydepts/cd/np/cdbg_docs.htm

City of Palo Alto: Analysis of Impediments to Fair Housing, May 2003
Call for copy (650) 329-2603

City of Sunnyvale: Analysis of Impediments to Fair Housing, February 2003
<http://sunnyvale.ca.gov/200302/rtcs/03-038a.htm>.

City of Gilroy: Analysis of Impediments to Fair Housing, June 2000
Call for copy (408) 846-0241

I. **ANNOUNCEMENT:**

**REQUEST FOR PROPOSALS
TO PROVIDE FAIR HOUSING SERVICES
FOR THE NORTH SANTA CLARA COUNTY AND CITY OF GILROY
AND
TO PROVIDE LANDLORD/TENANT RELATIONS SERVICES
FOR THE CITY OF SUNNYVALE AND CITY OF GILROY**

Date: January 20, 2006

The Cities of Mountain View, Palo Alto, Sunnyvale, and Gilroy are jointly soliciting organizations and/or firms to provide fair housing services to serve the North Santa Clara County and the City of Gilroy. The Cities seek investigation, counseling and legal referrals for victims of housing discrimination; community education and outreach regarding fair housing law and practices; and research, analyses, and reporting for City staff and officials regarding fair housing practices.

The Cities of Sunnyvale and Gilroy also seek a provider of Landlord/Tenant Relations Services to provide referral and mediation services for Sunnyvale and Gilroy landlords, tenants and mobile home residents.

Minimum requirements are described in the Scope of Work (Part II).

Project Managers/Contract Managers:

City of Mountain View:	Adriana Garefalos, Senior Planner (650) 903-6459
City of Palo Alto:	Eloiza Murillo-Garcia, Associate Planner CDBG (650) 329-2428
City of Sunnyvale:	Katrina Ardina, Housing Programs Analyst (408) 730-7451
	Annabel Yurutucu, Housing Officer (408) 730-7698
City of Gilroy:	Marilyn Roaf, HCD Coordinator (408) 846-0241

A. Proposal Submittal Information

1. Deadline for receipt of proposals. Proposals in their entirety must be received at Mountain View City Hall no later than 5:00 p.m. on Wednesday, **February 22, 2006**

<p><u><i>Documents will NOT be accepted after 5:00 p.m. Wednesday, February 22, 2006.</i></u></p>
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2. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means. **Eight (8) paper copies** of the proposal shall be submitted.

3. Proposals arriving after the deadline will be returned, unopened, to their senders.

B. Submittal of Documents:

1. Submit documents by delivering or mailing to the Mountain View Project Manager:

(Delivery)

Attn: Adriana Garefalos
Community Development Department
500 Castro Street, Mountain View, CA 94041

(US Mail)

Attn: Adriana Garefalos
Community Development Department
P.O. Box 7540, Mountain View, CA 94039

2. Proposers assume the risk of the method of dispatch chosen.
3. Each fair housing services proposal and accompanying documents shall be submitted in a sealed envelope. The outside of the envelope shall be marked and identified as follows:

Proposal Enclosed

Project Title: Fair Housing Services for North Santa Clara County and City of Gilroy

Proposer/Company Name and Return Address

Proposals for the City of Sunnyvale and City of Gilroy Landlord/Tenant Relations Services shall be submitted in a separate sealed envelope, marked as follows:

Proposal Enclosed

Project Title: City of Sunnyvale and City of Gilroy Landlord/Tenant Relations Services

Proposer/Company Name and Return Address

C. Pre-Proposal Meeting

A Pre-Proposal Meeting is scheduled for 2:30 p.m. on Monday February 6 , 2006 at Mountain View City Hall, 500 Castro Street in Mountain View. Prospective proposers are strongly encouraged to participate.

D. Request for Proposals – Document availability:

Request for Proposals (RFP's) for this project are available on the City of Mountain View website www.mountainview.gov and the City of Sunnyvale website: <http://sunnyvale.ca.gov/housing> .

Paper copies of the RFP may be obtained from:

- City of Mountain View, Community Development Department, Neighborhood Preservation Division, 500 Castro Street, Mountain View (650) 903-6379

- City of Palo Alto, Advance Planning Section, Department of Planning and Community Environment, 5th floor, Civic Center, 250 Hamilton Avenue, Palo Alto (650) 329-2603
- City of Sunnyvale, Department of Community Development, Housing Division, 456 W. Olive Avenue, Sunnyvale (408) 730-7451
- City of Gilroy, Planning Division-HCD, 7351 Rosanna Street, Gilroy, CA 95020 (408) 846-0241

E. Proposal Requirements:

The Proposer shall respond to all requirements in accordance with the terms and conditions, description, information and instructions, and all sections and schedules of Parts I and II herein, and shall be required to:

1. Agree with the terms and conditions of this RFP;
2. Comply with the requirements of, and submit information and documentation (including executed forms), as required by this RFP;
3. Properly execute its Proposal;
4. Be knowledgeable of, and comply with, applicable local, state, and federal laws, regulations, codes and ordinances;
5. Comply and document compliance with each City's insurance requirements; and
6. Meet and comply with all other requirements specified in this RFP

F. Option to Reject Any and All Proposals

Each City may, at its option, for any or for no reason, reject all Proposals, re-advertise an RFP, cancel an RFP, or elect to perform the project with its own staff, or make a selection of a provider and execute an agreement for services separate and distinct from the other cities issuing the RFP.

G. Performance Based Contract

It is anticipated that the contract resulting from this solicitation, if awarded, will be a performance-based contract billed on a unit cost basis with quarterly invoicing. The Proposal should identify the unit cost each City will be charged for each activity that is carried out.

NOTE: The award of a contract is contingent upon each City Council appropriating funds for Fiscal Year 2006-07 beginning July 1, 2006.

RFP PART II:

NORTH SANTA CLARA COUNTY AND CITY OF GILROY FAIR HOUSING SERVICES SCOPE OF WORK

A. Purpose and Need

The Cities of Mountain View, Palo Alto, Sunnyvale, and Gilroy are jointly soliciting the provision of fair housing services to serve North Santa Clara County and Gilroy. Proposers shall provide investigation, counseling and legal referrals for victims of housing discrimination; community education and outreach regarding fair housing laws and practices; and research, analyses and reporting for City staff and officials regarding fair housing practices.

Proposers may include a team of non-profit organizations or agencies and law firms with varied expertise specific to different aspects of the services requested. The Cities have no preconceptions about the geographic location of the staff providing the fair housing services but will require a single phone number to serve all four cities.

B. Background

Each of the four cities is an “entitlement” recipient of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). Each City has joined HUD in its commitment to affirmatively further fair housing (AFFH) by supporting the elimination of racial and ethnic segregation and other discriminatory practices in housing and preparing an Analysis of Impediments (AI) to Fair Housing Choice as well as funding a fair housing service provider.

A study of fair housing conditions and services in Santa Clara County was released in January 2003. This study was carried out by the Empirical Research Group, based at UCLA Law School and was jointly funded by all the CDBG recipients in the County. The study included recommendations for strengthening fair housing services in Santa Clara County through more regional and sub-regional collaboration. As a result of this recommendation, staff of the Cities of Mountain View, Palo Alto and Sunnyvale decided in 2003 to explore jointly issuing an RFP for fair housing services, as a new approach to providing cost effective fair housing services.

Through the joint RFP process, the three cities in 2003 selected Project Sentinel as the North County fair housing service provider. This sub-regional collaboration has been beneficial in eliminating duplication of work and providing more cost effective services. The City of Gilroy had also previously contracted its fair housing services to Project Sentinel through its own RFP process. To efficiently administer its fair housing services, Gilroy elected to participate in the sub-regional RFP circulation process in 2006. As a result, the four cities seek to select a single fair housing service provider to work jointly for them, and address fair housing issues in North Santa Clara County and the City of Gilroy.

The Cities of Mountain View and Palo Alto have a history of contracting for landlord-tenant information/referral and mediation services separately from fair housing and are retaining that structure. The Cities of Sunnyvale and Gilroy, however, are incorporating in this RFP, a task in the Scope of Work for landlord-tenant relations services to be provided together with the fair housing services.

C. Objectives

The Cities seek to hire consultants, agencies, law firms and/or non-profit organizations with knowledge of a range of approaches to fair housing outreach, advocacy, investigation, and regional collaboration.

D. Pre-proposal Meeting

A pre-proposal meeting will be held at 2:30 p.m. on Monday, **February 6, 2006** at the Mountain View City Hall, located at 500 Castro Street. All prospective bidders are encouraged to attend. There will be no written summary of the discussion for those who do not participate.

E. Evaluation Procedures and Contract Award

Preferably three, but not more than six agencies/teams responding to the RFP will be selected to be interviewed. Interviews are tentatively scheduled for **March 7, 2006**. The four cities will seek to jointly reach consensus about hiring a single team to provide fair housing services for North Santa Clara County and the City of Gilroy. Then, based on the budget for fair housing services proposed by the selected team and adjusted based on the FY06/07 budget appropriation for fair housing authorized by each City Council, each City will award a contract, with the selected team, prior to July 1, 2006. Each City will follow its own procedures for awarding the contract.

F. Work Scope

The selected agency would perform the following tasks and prepare the deliverables described herein. Note: for the City of Mountain View, fair housing is funded from both the General Fund and the CDBG public service budget. For the CDBG public service portion of the contract, services must be provided to predominantly (51% minimum) very low and low income households (earning up to 80 percent of median income) and the agency must maintain income information for each household served. Although the City of Gilroy contract will be locally funded from its Housing Trust Fund, the required beneficiaries will be the same as for a CDBG-funded contract.

The proposal should specify how each of the work items listed below would be carried out as well as how many and what types of activities would be provided. For example, regarding the work item, “conduct fair housing workshops”, specify how many workshops, what types of workshops, the target audience and where/when the workshops would be provided.

Task 1. Community Education and Outreach

GOAL 1. Provide educational seminars and training workshops. Give them wide publicity and make available at times and in locations convenient to the proposed audience.

- A. Conduct fair housing workshops. Include information for owners, landlords/managers and staff of rental housing and real estate and lending professionals.
- B. Staff informational table/booth and make presentations at housing fair or other events, as requested.

GOAL 2. Educate potential renters and buyers regarding their rights under fair housing laws.

- A. Conduct fair housing presentations to community groups, church groups, service agencies, businesses, schools, tenants or others in each of the four cities.
- B. Develop and update fair housing educational and informational literature. Translate the literature to languages appropriate for the Northern Santa Clara County sub-region and Gilroy. Distribute fair housing brochures and other literature in public areas throughout the four cities. Locations should include City Halls, libraries, offices of non-profit service providers, Chamber of Commerce, area real estate offices and pediatrician offices. Distribute no fewer than 2,500 brochures throughout the four cities of the North Santa Clara County area and the City of Gilroy.

GOAL 3. Utilize local media to inform the public of fair housing services and resources and organize events for fair housing month.

- A. Coordinate activities to celebrate Fair Housing Month in the four cities, incorporating programming on each City's community cable channel. Organize an event for Fair Housing Month in each City. Present detailed event plan to City staff no later than February 2007.
- B. Prepare news releases and public service ads (for both print and radio/TV media) in languages appropriate to the area. Distribute the information to obtain the broadest possible coverage.
- C. Advertise quarterly in each City's local newspaper (Mountain View Voice, Palo Alto Daily, Sunnyvale Sun, and the Gilroy Dispatch), as well as "Bay Area Parent" and "Nuevo Mundo" and "El Alternativo", Spanish language newspapers.
- D. Maintain a simple Internet website in English that each City's website can link to for fair housing information and link the web site to each City's web site. Website must be fully operational within 90 days of contract award.

Task 2. Cases, Consultations, Counseling, Legal Representation, Testing

GOAL 1. Receive, evaluate and process claims at the most efficient level possible. Provide information and referral services. Include the use of a dedicated phone line (ideally the same number for the four cities, recognizing there are two area codes) to respond to telephone inquiries about housing discrimination and related topics as requested. Staff telephone lines with trained Fair Housing staff. Have resources available to provide translation into languages other than English if the person requesting assistance does not speak English.

GOAL 2. Provide consultations regarding rental property rules and regulations related to fair housing.

GOAL 3. Provide individual counseling and, when necessary, mediation/ conciliation. Describe how the service will be provided; what factors will determine the choice of the appropriate service for the individual client, and the source and training of mediators/conciliators.

GOAL 4. Provide legal representation where appropriate. This process includes the appropriate investigation (including the recruitment, training and use of testers), legal research, explanation of options, preparing documents, appropriate attempts at settlement or reconciliation, referral to an enforcement agency or direct legal action through representation.

GOAL 5. Monitor compliance with fair housing practices.

- A. Recruit and maintain an adequate pool of trained testers.
- B. Conduct monitoring of rental sites for compliance with fair housing practices (proposal should identify how many rental sites would be monitored). Targets of annual monitoring will be determined by each City, (e.g. persons with disabilities, persons with accented English, families with children, mobile home park residents). Prepare a brief report with a summary of the results after the completion of all audits.
- C. Participate in any County or university programs or research studies as requested.

Task 3. Coalition Work and Reporting

GOAL 1. Provide each City with monthly reports detailing service statistics of people served from the City for the services of Task 2. Provide semi-annual reports on the activities carried out and estimated impacts of Tasks 1 and 2.

GOAL 2. Collaborate with fair housing attorneys in the area.

- A. Maintain liaison with cooperating attorneys.
- B. Conduct quarterly meetings of fair housing lawyer referral panel and attend other meetings pertaining to fair housing lawyers as needed.

GOAL 3. Work with City staff to assess and develop programs to respond to the sub-region's fair housing needs and accomplish the goals in each City's AI.

- A. Attend meetings and consultations with City staff.
- B. Provide staff with information and analysis of existing and proposed State and Federal fair housing legislation, as needed and requested.

- C. Represent North Santa Clara County and Gilroy at Bay Area and regional meetings about fair housing, the Working Group on Predatory Lending and any new Santa Clara County (SCC) initiatives. Participate in the Countywide Fair Housing Task Force activities, attend meetings of the Task Force and represent the four cities at these meetings. Attend national or state meetings related to fair housing if they are held in the Bay Area. Report information from these meetings to City staff as appropriate.
- D. Provide any and all necessary data as requested by the cities for the Consolidated Plan, Analysis of Impediments to Fair Housing and other relevant reports and studies as needed and requested.
- E. Provide technical assistance to City staff regarding fair housing issues and assist with reasonable data collection and tabulation needs for reporting accomplishments, addressing HUD questions, or updating the AIs.
- F. Maintain accurate records of telephone calls, cases and consultations; collect, maintain and report client data regarding race, ethnicity, head of household status, income and other data as required by HUD or cities.
- G. Provide semi-annual reports relating to the Scope of Services, for the periods ending December 31, 2006 and June 30, 2007, within fifteen (15) days after these dates. Each report shall cover the proceeding six (6) months, but also shall provide information on contract services for the entire year, in a format to be specified by the cities.

Task 4: Landlord-Tenant Relations Services for the City of Sunnyvale and City of Gilroy

The program is designed to provide tenant/landlord referral and mediation services benefiting Sunnyvale and Gilroy tenants, landlords and mobile home residents. Services provided will encompass all rental concerns except housing code-related issues. The types of issues to be included in this agreement include, but are not limited to, the following: evictions, rent increases, repairs and maintenance, mobile homes, privacy, deposits and general landlord/tenant rights and responsibilities. Services with regard to all rental issues include:

Information and Referral

Provide information and referral to tenants and landlords regarding their rights and obligations.

Counseling and Conciliation

Provide on-going assistance when appropriate, including counseling and conciliations. Conciliations are defined as staff assisted dispute resolutions performed outside of mediation.

May provide counseling and conciliation services for general community disputes, particularly involving rental housing (not to exceed 10% of the total caseload).

Mediation

Provide tenant/landlord mediation services through the use of trained mediators. Mediators will have at least two years of mediation experience and have at least 25 hours of training.

Evaluation and Follow-up

Conduct evaluations (tenant and landlord) of the mediation process and follow-up evaluations to determine compliance with the mediated agreement.

Case Activity Reports and Demographic Data

Provide quarterly reports on all activity and demographics including, but not limited to, number and type of calls received; age, sex, ethnic background and income level of callers, services provided and outcome of cases.

Reports will be submitted for all mediations conducted, providing full data as outlined in this paragraph, as well as the outcome of each mediation and whether or not a written agreement was reached by the parties in the mediation.

Technical Assistance to City

Agrees to provide technical assistance to City staff for reasonable requests for information relating to housing conditions in Sunnyvale and Gilroy.

G. Selection Criteria

This is a qualifications-based procurement. The following criteria (including cost) will be used to evaluate and rank proposals:

1. Completeness of responses to the Request for Proposals and evidence of understanding the purpose, objectives and requirements of the services to be provided.
2. Composition and expertise of the organization(s) or team, the Program Manager, and the time to be spent by each team member. The team members must be knowledgeable about and have direct experience with fair housing.
3. Legal expertise and experience in processing fair housing complaints.
4. Legal expertise and experience in handling landlord-tenant disputes.
5. Cost.

H. Schedule and Resources

Services must begin July 1, 2006 for a one-year period with up to two optional one-year renewals. Each City will have the option of terminating the contract at the end of the first year or after the first renewal.

The FY06/07 CDBG funding for the fair housing services is tentatively scheduled to be confirmed by each City Council as follows:

Mountain View: April 25, 2006

Palo Alto: May 8, 2006

Sunnyvale: May 9, 2006

Commitment of funds for the City of Sunnyvale's Landlord/Tenant Relations Services is scheduled for approval with the City budget in June 2006.

The Gilroy City Council will award funding for fair housing and tenant/landlord counseling services on or after May 1, 2006. Gilroy funds these activities entirely from its Housing Trust Fund.

I. Proposal Guidelines

A suggested format for the consultant's response to this Request for Proposals is indicated below. These guidelines are intended to facilitate the review and evaluation of the consultant responses. Consultants are requested, but not required to follow these guidelines. Overly lengthy proposals are discouraged; however, the proposal at a minimum shall include the information listed below.

Provide four (4) copies (one for each City) of any original materials such as agency brochures and audit reports and eight (8) copies of the proposal.

1. Proposer's complete name, business address, telephone number and e-mail address as well as the name, mailing address, telephone number and e-mail of the person the City should contact regarding the proposal.
2. A description of the proposer's organization, including names of directors, managers/principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information that will assist in formulating an opinion about the stability and financial strength of the organization.
3. If proposer has not completed a contract during the past five (5) years, explain the circumstances that led to the situation and the identity of the parties involved.
4. Names and qualifications of key personnel who will perform the services described in this Request for Proposals. Identify their responsibilities, their specific experience related to their responsibilities on this project, estimated level of efforts (hours per task) for each person, their location and an organization chart showing their relationships. If a branch office is anticipated, identify who will manage the branch office. Specify who will prepare invoices and reports for this contract.

Note: The cities have no preconception about the geographic location of staff providing the fair housing services, but a single telephone number serving the four cities is preferred.

5. Three references, for which proposer has performed similar services of similar scope within the past three years. Include the organization name and address, the name and telephone number of a contact person, and a brief description of the services performed.
6. A narrative statement that sets out the methodology proposer intends to employ and that illustrates how its methodology will serve to perform the required services. Estimate the number of cases and consultations for each City per year.
7. A timeline for completion of the required services that includes a proposed calendar of specific community events for outreach.
8. Total cost for services described in Part II. F, Scope of Work, of this Request for Proposals and a proposed payment schedule. This will be a performance-based contract billed on a set

unit cost basis with quarterly invoicing. **The Proposal should identify the unit cost each City will be charged for each different activity that is carried out, with a maximum overall fixed contract price for each City. Provide the unit cost of a consultation and a case as well as the other work activities under Section II Scope of Work and identify how the unit cost is determined for each activity** (e.g. estimate of person hours, projected expenses, etc.). If a non-profit organization or public agency, also provide the fair housing program annual budget for each of the past two years, together with the proposed overall agency budget.

PLEASE NOTE: Due to funding sources and policies, the Cities shall not pay for services before receiving them. Therefore, do not propose contract terms that call for up-front payments or deposits. Also, direct expenses are reimbursed only at actual cost---not cost plus some percentage or markup.

9. The signature of a company officer or agency official empowered to bind the firm or organization.
10. For 501 c(3) Non-Profit Organizations
 - a. Overall:** State the mission of the organization. Discuss the organization in general – the programs or services offered, the clientele served, history, etc.
 - b. Governing Body/Board of Directors:** Governing of the organization should be vested in a responsible and active voluntary Board that meets at least quarterly and establishes and enforces policies. The Board should be large enough and so structured as to be representative of the community it serves. Provide a list of the members of the Board of Directors as an attachment to this proposal. Include the names, addresses, occupations, and length of time on the board of current board members. How often does the board meet and what was the average attendance at board meetings last year?
 - c. Personnel:** The organization must provide for adequate administration of the project to ensure delivery of services. One person should be designated as the director of the organization. If the project is awarded funding, the organization must provide a copy of its Personnel Policies and its Affirmative Action Plan.

d. Non-Discrimination: The organization must conduct business in compliance with the non-discrimination requirements of each of the four cities, State, and Federal requirements, as applicable.

e. Accounting: The organization shall maintain accounting records which are in accordance with generally accepted accounting practices, such as that described in OMB Circular A: 122, “Cost Principles for Non-profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable, and the American Institute of Certified Public Accountants (AICPA) “Accounting and Financial Reporting for Voluntary Health and Welfare Organizations”.

f. Financial Management: (i) How often are financial audits performed? Please state the date of the last financial audit. Include four (4) copies of the audit with the set of eight (8) copies of the proposal. (ii) Provide name, address and phone number of auditor. (iii) Were any management letters issued as a result of the last audit? If yes, please provide a copy of the letter and provide a full explanation of how any reportable findings were handled. (iv) Has your agency had an independent audit performed in accordance with the Single Audit Act of 1984 and OMB Circular A-133? (v) Is your organization currently on probation or under investigation by any agency that is or was a funding source within the past two years? If yes, explain. (vi) What type of financial oversight function does the Board of Directors perform? (vii) Are budget to actual statements reviewed by the Board? How often? Note that funded proposals will be required to have an independent audit performed. The audit will need to be submitted within 150 days of the end of the organization’s fiscal year. Audit fees may not be charged to a CDBG grant unless a project is required to conform to OMB Circular A-133. If an agency prefers to have another agency act as the Fiscal Agent for the project, it may do so if the fiscal agent meets the entry criteria for the program and a signed Statement of Fiscal Agent Responsibilities Form and an Independent Audit and Management Letter of the designated agency is also provided along with the proposal. If selected, the City may contract with the fiscal agent who will be ultimately responsible for the funds allocated. The fiscal agent will submit the requests for reimbursement and the City will pay the fiscal agent directly.

g. Accessibility: Discuss the accessibility of your project, service or physical facility to people with disabilities. What steps have been taken to inform the general public or program participants of your willingness to make accommodations?

h. Organization Status: Attach to the proposal copies of: (1) a letter from the State of California stating that the organization is tax exempt; and (2) a letter from the Internal Revenue Service (IRS) stating that the organization is tax exempt under Section 502(c)(3), 101(b), 170(b), or 509(a). The IRS letter must contain the organization’s proper name or a copy of the change notice that has been forwarded to them.

<p>NOTE: The award of any contract is contingent upon each City Council appropriating funds, anticipated prior to June 30, 2006.</p>

RFP PART III – SAMPLE AGREEMENT

AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND _____ FOR THE PROVISION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND GENERAL FUND SUPPORT FOR FAIR HOUSING SERVICES

This Agreement is dated for identification this 1st day of July, 2006, and is made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is P.O. Box 7540, Mountain View, California, 94039-7540, hereinafter "CITY," and _____, a California nonprofit corporation, whose address is _____, hereinafter referred to as "GRANTEE."

RECITALS

A. GRANTEE is an agency whose purpose is to provide fair housing services for Mountain View residents or would-be residents and to secure for all individuals an equal opportunity to purchase or rent property wherever they choose.

B. The scope of services to be provided is described in GRANTEE's Proposal to Provide Fair Housing Services for North Santa Clara County, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth. GRANTEE shall provide fair housing services to obtain compliance with Federal, State and local fair housing laws which address equal opportunity in housing and to address the goals of CITY's Analysis of Impediments to Fair Housing Choice.

C. GRANTEE shall provide investigation, counseling and legal referrals for persons believing they have been subjected to housing discrimination. GRANTEE shall also provide community education and outreach regarding fair housing law and practices and analysis for CITY staff and officials regarding fair housing practices. GRANTEE shall also cooperate and participate in any surveys or studies carried out on behalf of CITY and shall provide statistical and other data as necessary and reasonable.

D. GRANTEE has been selected as a result of a competitive procurement process carried out by the Cities of Mountain View, Palo Alto, Sunnyvale and Gilroy. GRANTEE has been selected by the cities to provide comprehensive, coordinated and unduplicated fair housing services for North Santa Clara County residents and would-be residents.

E. CITY has received Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD) as an entitlement to CITY pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended. CITY also uses its General Funds for the support of fair housing services.

F. CITY has approved and authorized the provision of up to _____ Dollars (\$_____), drawn from said CDBG funds, and _____ Dollars (\$_____), drawn from the General Fund, to GRANTEE for the purposes and under the terms contained herein and as outlined in the program budget, attached hereto as Exhibit "B" and incorporated by reference as though fully set forth.

G. CITY neither warrants or makes any representations as to the quality, method or adequacy of the work products and or services to be provided by GRANTEE under the terms and conditions of this Agreement, except with respect to compliance with Federal Regulations.

NOW, THEREFORE, in consideration of the Recitals and the mutual obligations of the parties as herein expressed, CITY and GRANTEE agree as follows:

1. Provision of Funds.

a. CITY will pay GRANTEE the sum of up to _____ Dollars (\$_____), drawn from the CDBG funds, and up to _____ Dollars (\$_____), drawn from the General Fund, for the sole purpose of assisting GRANTEE to provide fair housing services to Mountain View residents as described in Exhibit A. Fair housing services shall be provided to all persons in need of such services, with the exception that the CDBG-funded portion of GRANTEE's work shall consist of fair housing services targeted primarily to very low- and low-income Mountain View residents or would-be residents, as defined by the U.S. Department of Housing and Urban Development (HUD).

b. Payments shall be made to GRANTEE on a quarterly basis upon submission, within thirty (30) days of the end of the quarter, of: (1) a reimbursement request identifying the North County work activities carried out and the associated fee for each activity per attached Exhibit C, Unit Cost Rate Schedule; (2) a summary statement of expenditures and revenues for the quarter being reported and cumulative totals from the period beginning July 1, 2006; and (3) a summary statement showing which expenses CDBG funds will be used for.

c. GRANTEE shall also submit a report listing the number and type of outreach, education and other activities carried out as well as the number of Mountain View residents or would-be residents provided consultations, counseling or case investigation services and the subject matter of the consultation or case. In addition, for fair housing cases, the following information must be provided regarding the characteristics of the household assisted: ethnicity and race as specified by HUD, gross household income, household size and the number of households with a female head of household. Such information shall be submitted within thirty (30) days of the end of the quarter on a form prescribed by CITY. GRANTEE shall also detail in each quarterly report the activities undertaken to promote community awareness of fair housing laws and to assist CITY in carrying out the fair housing actions in CITY's Analysis of Impediments to Fair Housing Choice.

2. Schedule and Term. The term of this Agreement shall be for a period of twelve (12) months commencing July 1, 2006 and ending June 30, 2007 unless sooner terminated as hereinafter provided. Any grant funds which remain unexpended after payment to GRANTEE for the period

ending June 30, 2007 shall become available to CITY for reprogramming to other CDBG activities as CITY shall determine.

3. Compliance with Federal Requirements. GRANTEE agrees to comply with the following Federal laws, regulations, and procedures:

a. Uniform Administrative Requirements for Nonprofit Organizations (OMB Circular A-110), Attachments A, B, C, F, H, N and O, as applicable, and as modified by 24 CFR 570.502 (b).

b. Uniform Administrative Requirements for Nonprofit Organizations (OMB Circular A-122) and applicable provisions of 24 CFR Part 84 for nonprofit entities.

c. Title VI of the Civil Rights Act of 1964, which states that no person in the United States shall on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

d. Title VIII of the Civil Rights Act of 1968 (Fair Housing).

e. Section 109 of Title I of the Housing and Community Development Act of 1974, which states that no person in the United States shall on the ground of race, color, national origin, sex, or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Title.

f. Section 504 of the Rehabilitation Act of 1973, as amended, which states that no otherwise qualified handicapped individual in the United States shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

g. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225)—Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications.

h. Age Discrimination Act of 1975, as amended, which states that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

i. Section 3 of the Housing and Urban Development Act of 1968, which requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income persons within the unit of local government or the metropolitan area in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the same metropolitan area as the project. GRANTEE shall comply with CITY's procedures for implementation of Section 3.

j. Executive Order 11063-Equal Opportunity and Housing, as amended by Executive Order 12259 which prohibits discrimination because of race, color, religion (creed), sex or national origin in the sale, leasing, rental or other disposition of residential property and related facilities.

k. Fair Housing Act of 1989 (42 USC 3601-20) which prohibits discriminatory housing practices based on race, color, religion, sex, national origin, handicap or familial status.

l. Conflict of interest regulations as contained in 24 CFR 570.611, which require, among other things, that except for approved eligible administrative or personnel costs, no person who is an employee, agent, consultant, or officer of the GRANTEE may obtain a personal or financial interest or benefit from the activity funded under this Agreement, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Upon written request of the GRANTEE, CITY may request the U.S. Department of Housing and Urban Development to grant an exception to the foregoing requirement on a case-by-case basis when it can be determined, on the basis of information provided in accordance with 24 CFR 570.611 (d), that such an exception will serve to further the purposes of Title I of the Housing and Community Development Act of 1974, as amended.

m. Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted contracts. GRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employee and applicants for employment, notices to be provided by the Federal government or CITY setting forth the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

n. The Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said acts.

o. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

p. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements, as described in Section 570.502.

q. The provisions of 24 CFR.570, Subpart K, describing other program requirements, and the provisions of 24 CFR.85, relating to the uniform administrative requirements in the acceptance and use of Federal funds.

r. The requirements relating to small, minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

s. Political Reform Act. GRANTEE shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at California Government Code Section 87000, *et seq.*). GRANTEE will promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

t. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of CITY's Community Development Block Grant Plan and/or Program, and participants whose principal employment is in connection with an activity financed by the Community Development Block Grant Program or its proceeds are subject to limitation on political activities under the Hatch Act (5 U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

u. Lobbying Prohibited.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the GRANTEE shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) GRANTEE will require that the language of Paragraph 4 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) Lobbying Certification—Paragraph 4.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

v. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

w. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

x. The Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Title X") sets out specific requirements for Federally owned residential property and housing receiving Federal assistance. Public service projects located in and sharing common spaces of residentially occupied buildings must comply with the provision of this law, including the provision of an EPA-approved pamphlet, a visual assessment of painted surfaces, the stabilization of deteriorated paint, noticing, clearance and ongoing paint maintenance. Public service grantees should review CITY's lead-based paint management plan for specific requirements related to Title X.

y. Cost-effective energy conservation and effectiveness standards in 24 CFR, Part 39.

z. Copyrights and Patents. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be

promptly and fully reported to CITY and HUD for determination by HUD as to whether patent protection on such invention or discovery will be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

4. No Partnership. The terms of this Agreement shall in no way be construed to create a partnership, joint venture or any other joint relationship between CITY and GRANTEE.

5. Independent Contractor. It is agreed that GRANTEE is an independent contractor, and all persons working for or under the direction of GRANTEE are GRANTEE's agents, servants or employees, and said persons shall not be deemed agents, servants or employees of CITY.

6. Insurance.

a. Commercial General Liability/Automobile Liability Insurance:

GRANTEE shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. GRANTEE's insurance coverage shall be written on an occurrence basis.

b. Workers' Compensation Insurance:

GRANTEE shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to CITY.

d. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

e. Other Insurance Provisions:

(1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.

(2) For any claims related to this project, GRANTEE's insurance coverage shall be primary and any insurance or self-insurance maintained by CITY, its officers, officials, employees and volunteers shall not contribute to it.

(3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(4) In the event GRANTEE employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of GRANTEE to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

(5) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which GRANTEE may be held responsible for payment of damages resulting from GRANTEE's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(6) If, for any reason, GRANTEE fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this contract and obtain damages from GRANTEE resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to GRANTEE, CITY may deduct from sums due to GRANTEE any premium costs advanced by CITY for such insurance.

7. Hold Harmless. GRANTEE shall defend, indemnify and hold CITY, its officers, employees and agents harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from GRANTEE or GRANTEE's contractors, subcontractors, agents or employees' operations under this Agreement. CITY shall cooperate reasonably in the defense of any action, and GRANTEE shall employ competent counsel, reasonably acceptable to the City Attorney.

8. Applicable Laws and Attorneys' Fees. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

9. Suspension, Termination or Withholding of Payments. CITY may, at any time in its absolute discretion, elect to suspend or terminate payment to GRANTEE, in whole or in part, under this Agreement, or not to make any particular payments on this Agreement in the event of any of the following occurrences:

a. If GRANTEE (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or data furnished to CITY in connection with the project.

b. If there is pending litigation with respect to the performance by GRANTEE of any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of the project.

c. If GRANTEE shall have taken any action pertaining to the project which requires CITY approval without having obtained such approval.

d. If GRANTEE is in default under any provision of this Agreement.

e. If GRANTEE makes improper use of grant funds.

f. If GRANTEE fails to comply with any of the terms and conditions of this Agreement in such a manner as to constitute material breach thereof.

g. If GRANTEE submits to CITY any reports which are incorrect or incomplete in any material respect.

CITY shall give GRANTEE fourteen (14) days' written notice of its intention to withhold, suspend or terminate payment under this paragraph. Such notice shall specify the actions, if any, which must be taken by GRANTEE before payments will be resumed.

10. Termination of Agreement. CITY may terminate this Agreement immediately (by giving written notice to GRANTEE of the effective termination date stated in the notice) if GRANTEE abandons its work under the Agreement or if for any reason the timely completion of such project is rendered improbable, infeasible, or illegal.

11. Record Access/Retention. GRANTEE shall maintain all required records pertaining to the project for five (5) years after final payments and all other pending matters are closed. GRANTEE shall provide HUD and/or CITY, and/or any of their duly authorized representatives access to any books, documents, papers and records of the project for the purpose of making audits, examinations, excerpts and transcriptions. In addition, at any time during normal business hours and as often as may be deemed necessary, GRANTEE agrees that HUD and/or CITY, and/or any of their respective authorized representatives shall have access to and the right to examine its work site, offices and facilities engaged in the performance of this Agreement, as well as the right to interview employees engaged in activities under this Agreement for the purpose of verifying compliance with applicable Federal regulations.

12. Close-Outs. GRANTEE's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to GRANTEE) and determining the custodianship of records.

13. Program Income. Any income or earnings received by GRANTEE which are directly generated from the use of Community Development Block Grant funds (hereinafter "Program Income") shall be reported by GRANTEE to CITY on a quarterly basis. All Program

Income shall: (1) be used solely to offset the operating expenses of the activities funded under this Agreement; (2) be subject to all the provisions of this Agreement; and (3) be expended prior to submission of a Request for Reimbursement. Any Program Income on hand when this Agreement expires or terminates or any Program Income received after this Agreement expires or terminates, shall be promptly reported to CITY. CITY may, at its option, require GRANTEE remittance of program income cash balances at the end of each fiscal year or may allow use of CDBG income for CDBG-eligible activities.

14. Reversion of Assets. Upon the expiration of this Agreement, GRANTEE shall transfer to CITY any CDBG Funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG Funds. Any real property under GRANTEE's control that was acquired or improved in whole or in part with CDBG Funds in excess of Twenty-Five Thousand Dollars (\$25,000) must either be used to meet one of the national objectives in 570.208 for a period of five years after the expiration of this Agreement or be disposed of in a manner that results in CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

15. Disallowed Costs. GRANTEE is liable for repayment of disallowed costs as determined by CITY and/or HUD. Disallowed costs may be identified through audits, monitoring or other sources. GRANTEE shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. The Planning and Community Development Director shall make the final determination of disallowed costs, subject to the provisions of OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and applicable HUD regulations.

16. Audits. GRANTEE shall submit audit reports as applicable, which conform with the requirements of OMB Circular A-133 for Nonprofit Institutions, as revised.

17. Program Evaluation. GRANTEE must provide evidence of and utilize a program evaluation system in order to determine the quality of services provided and to ensure that the design of the program and program benefits target low- and moderate-income persons. GRANTEE must prepare and submit to CITY an annual program evaluation report summarizing the information obtained through the program evaluation system.

18. Reliance Upon Professional Skill. It is mutually agreed by the parties that CITY is relying upon the professional skill of GRANTEE, and GRANTEE represents to CITY that its work shall conform to generally recognized professional standards in the industry. Acceptance of GRANTEE 's work by the CITY does not operate as a release of GRANTEE 's said representation.

19. Amendment. CITY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing and are signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release GRANTEE from its obligations under this Agreement.

CITY may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and GRANTEE.

20. Inconsistent Terms. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

21. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

22. Notices. Any notice required to be given to GRANTEE shall be deemed to be duly and properly given if mailed to GRANTEE, postage prepaid, addressed to:

or personally delivered to GRANTEE at such address or at such other addresses as GRANTEE may designate in writing to CITY.

Any notice required to be given CITY shall be deemed to be duly and properly given if mailed to CITY, postage prepaid, addressed to:

Community Development Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540

or personally delivered to CITY at such address or at such other addresses as CITY may designate in writing to GRANTEE.

23. Compliance with Federal, State and Local Laws. GRANTEE shall comply with all applicable local, State and Federal laws and regulations in carrying out its activities, including requirements (and as they may be amended) regarding verification of client citizenship.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF MOUNTAIN VIEW and by _____.

APPROVED AS TO CONTENT:

Administrative and Neighborhood
Services Manager

"CITY":
CITY OF MOUNTAIN VIEW,
a California Charter City and municipal
corporation

By: _____
City Manager

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

"GRANTEE":

a California nonprofit corporation

APPROVED AS TO FORM:

City Attorney

By: _____

Title: Executive Director